

CORRESPONDENCE ~~ORIGINAL~~  
FILE

JUL 30 1993

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

|                                |   |                        |
|--------------------------------|---|------------------------|
| In re Application of           | ) | MM Docket No. 93-156   |
|                                | ) |                        |
| Trinity Christian Center of    | ) |                        |
| Santa Ana, Inc., d/b/a TRINITY | ) |                        |
| BROADCASTING NETWORK           | ) | File No. BRCT-911129KR |
|                                | ) |                        |
| For Renewal of License of      | ) |                        |
| Commercial Television Station  | ) |                        |
| WHSB-TV, Monroe, Georgia       | ) |                        |
|                                | ) |                        |
| and                            | ) |                        |
|                                | ) |                        |
| GLENDAL BROADCASTING COMPANY   | ) | File No. BPCT-920228KE |
|                                | ) |                        |
| For Construction Permit        | ) |                        |
| Monroe, Georgia                | ) |                        |

To: Honorable Joseph Chachkin  
Administrative Law Judge

STIPULATION RE DOCUMENT PRODUCTION

Trinity Christian Center of Santa Ana, Inc. (Trinity) and Glendale Broadcasting Company (Glendale), by their respective attorneys, now stipulate that they have agreed to produce the documents listed below in accordance with the attached definitions and instructions by October 15, 1993.

There are two categories of documents. The first category includes documents which the applicants have agreed to produce to one another. The second category includes documents relating to Trinity's claim to a renewal expectancy under the standard comparative issue. See Section III of the "Integration and Diversification Statement" filed by Trinity on July 9, 1993. Trinity will produce those documents to

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Glendale and to the Mass Media Bureau.

DEFINITIONS AND INSTRUCTIONS

As used in these documents requests, the following terms have the following meanings:

1. "Glendale" shall mean Glendale Broadcasting Company and its attorneys, accountants, agents, principals or representatives. "Principals" means all officers, directors and stockholders of Glendale, and all persons or entities with a future right to become an officer, director or stockholder of Glendale.

stored in papers, cards, tapes, discs, belts, charts, films, computer storage devices or any other medium.

4. "Person" or "persons" includes natural persons, corporations, partnerships, associations, joint ventures, trusts and other legal entities; and governments or governmental bodies, branches, commissions, boards, agencies or entities.

5. "Related to" and "relating to" mean constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is any way pertinent to the specified subject, including documents concerning the preparation of other documents.

6. "Or" means "and/or."

7. "WHSG(TV)" means Television Station WHSG, Channel 63, Monroe, Georgia.

8. "Time Period" means the period from February 22, 1991 to February 28, 1992, as well as any other period for which Trinity intends to claim renewal expectancy credit.

9. References to the masculine include references to the feminine and vice versa.

10. This document request calls for production of all documents within the possession, custody or control of Glendale or Trinity, respectively any of their agents or employees, or any person under their control, including any related companies.

11. For each document produced, identify the person who

had custody or control of it.

12. If any requested document is withheld from production on the basis of a privilege, state the specific privilege claimed and the basis for withholding the document(s), and identify the withheld document(s) sufficiently, with the names of author, recipient, and any others to whom it was circulated, the date, and a brief description of the document, to determine the validity of the claim.

13. To the extent objections are made to any of the document requests, respond to that part of the request to which there is no objection and separately identify the objectionable part of the request and each ground for objection.

14. This request is continuing in character. The parties are under a continuing obligation to supply documents responsive to this request which are discovered during or

ever existed and the reason why it is now unavailable.

The documents which both Trinity and Glendale have agreed to produce to each other are as follows:

1. All formation and organizational documents, including articles of incorporation, bylaws, partnership agreements, voting rights, proxies and any amendments to the foregoing documents.

2. All documents relating to the rights or plans of

the Time Period.

3. All documents that relate to nonentertainment programming broadcast on WHSG(TV) during the Time Period.

4. Representative documents that identify all persons responsible for any aspect of WHSG(TV)'s nonentertainment programming during the Time Period, including documents that identify (a) the positions each such person held at WHSG(TV), (b) the number of hours each such person worked at WHSG(TV) each week, the percentage of their time each such person devoted to WHSG(TV)'s nonentertainment programming, and (c) the date each such individual commenced their position and (if applicable) left their position.

5. All documents that relate to the collection and preparation for broadcast of local, regional and national news during the Time Period. Such documents shall include, but not be limited to, documents identifying the staff and technical facilities involved in such activities.

6. All documents that relate to any general policy governing the presentation of nonentertainment programming on WHSG(TV) during the Time Period.

7. To the extent any nonentertainment programming broadcast by WHSG(TV) during the Time Period was prepared and presented by persons or entities other than regular employees of WHSG(TV), copies of any contracts or agreements (however designated) between Trinity (or any related companies) and any persons or entities which prepare and present such

programming.

8. To the extent any nonentertainment programming broadcast by WHSG(TV) during the Time Period was prepared and presented by persons or entities other than regular employees of WHSG(TV), all documents relating to any efforts by WHSG(TV), to determine or direct the content of such programming.

9. All documents relating to any decision by Trinity to discontinue or initiate any WHSG(TV) nonentertainment program series or to expand or reduce the duration of any such series during the Time Period.

10. All documents consisting of the quarterly "issues/programs" lists placed by Trinity in the WHSG(TV) public inspection file during the Time Period.

11. Transcripts or, if not available, the most complete summary available of each segment of "Praise The Lord" broadcast during the Time Period and any additional documents necessary to identify the date of broadcast(s) of each such

operated during the Time Period (exclusive of personnel records concerning any individual interns).

14. All documents relating to community activities that are wholly or primarily not broadcast-related engaged in by WHSG(TV) or its employees or agents during the Time Period (documents need not be produced concerning matters that will not be relied upon in this proceeding).

15. All documents relating to any violation of the Commission's Rules or the Communications Act of 1934, as amended, which occurred in connection with the operations of WHSG(TV) during the Time Period, including all documents relating to any investigation of such matters undertaken by Trinity and any remedial actions taken by Trinity with respect to such matters.

16. All documents relating to programming locally originated by WHSG(TV) during the Time Period, including documents describing the capabilities of WHSG(TV) to originate local programming and the facilities used to originate such programming.

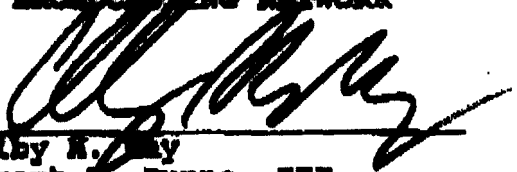


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Respectfully submitted,

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC., d/b/a  
TRINITY BROADCASTING NETWORK


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Its Attorneys

Date: July 30, 1993

Respectfully submitted,

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC., d/b/a  
TRINITY BROADCASTING NETWORK

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GLENDAL E BROADCASTING COMPANY

CERTIFICATE OF SERVICE

I, Linda Gibson, do hereby certify that on the 30th day of July 1993, a copy of the foregoing "Stipulation Re Document Production" was hand delivered to the following:

Robert A. Zauner, Esq.  
Gary Schonman, Esq.  
Hearing Branch  
Federal Communications Commission  
2025 M Street, NW, Room 7212  
Washington, DC 20554

  
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Linda Gibson